

REQUEST FOR PROPOSAL
For

Library Consultant Services

FOR THE
JEFFERSON COUNTY LIBRARY BOARD

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SCHEDULE OF EVENTS

Event Library Consultant RFP

RFP Released: May 20, 2009

Deadline for Receipt of Written Inquiries: June 2, 2009

Proposal Due Date June 11, 2009 4:00 p.m.

Vendor Interviews / Demonstrations: May 27, 2009 10 AM

Call for Best and Final Offers: will be announced if required

Final Offer Due Date: will be announced if required

Intended Date for Contract Award: June 18, 2009

NOTICE

From the issuance date of this RFP until a Contractor(s) is selected and the selection is announced, offerors are not allowed to communicate with any State staff or officials regarding this procurement, other than interviews, demonstrations, and/or site visits, except at the direction of Jennifer Wise, the chairperson of the Jefferson County Library Board.

SECTION 1

GENERAL INFORMATION

- 1.0** The Jefferson County Library Board is pleased to invite you to submit a proposal for Library Consulting services, specified herein. Proposals submitted in response to the specifications contained herein shall comply with the following instructions and procedures.

1.1 Request for Proposal Standard Information

This Request for Proposal is issued in accordance with Section 18-4-304, Montana Codes Annotated (MCA) and Administrative Rules of Montana 2.5.602 (ARM). The RFP process is a procurement option allowing the award to be based on stated criteria and evaluation factors. The RFP states the relative importance of all evaluation factors. No other evaluation criteria, other than as outlined in the original Request for Proposal, will be used.

1.1.1 Receipt of Proposals and Public Inspection

Upon receipt of proposals, all marked trade secrets and company financial information will be removed from the proposals and provided only to the evaluation committee members or persons participating in the contracting process (see "Claims to Keep Information Confidential" statement below). All remaining proposal materials will be available for public inspection and copying. In addition, all meetings of the evaluation committee are open to the public for observation.

1.1.2 Initial Classification

All proposals will be initially classified as being responsive or nonresponsive, according to ARM 2.5.602. If a proposal is found to be nonresponsive, it will not be considered further.

1.1.3 Evaluation

All responsive proposals will be evaluated based on stated criteria and evaluation factors. Submitted proposals must be complete at the time of submission and may not include references to information located elsewhere, such as the internet websites or libraries, unless specifically requested in the Jefferson County Library Board RFP document.

1.1.4. Discussion/Negotiation

Although proposals may be accepted and a contract awarded without discussion, the Jefferson County Library Board may initiate discussions should clarification or negotiation be necessary. Offerors should be prepared to send qualified personnel to Boulder, Montana to discuss technical and contractual aspects of the proposal.

1.1.5. Best and Final Offer

The "Best and Final Offer" is an option available to the Jefferson County Library Board under the RFP process allowing one or more offerors to submit a best and final offer. Offerors may be contacted asking that they submit their best and final offer, which must include the discussed and/or negotiated changes.

1.1.6 Award

Award will be made to the proposal offered by a responsive and responsible offeror which is determined to best meet the evaluation criteria and is therefore the one most advantageous to the Jefferson County Library Board.

1.1.7 Claims to Keep Information Confidential

- (1) All information received in response to this RFP will be available to the public except for:
 - (a) trade secrets meeting the requirements of the Uniform Trade Secrets Act, Title 30, Chapter 14, Part 4, MCA;
 - (b) matters involving individual safety as determined by the Jefferson County Library Board;
 - (c) information requested by the Jefferson County Library Board to establish vendor responsibility unless prior written consent has been given by the vendor, as set out in Section 18-4-308, MCA; and
 - (d) other constitutional protections.
- (2) Documents not meeting all of the requirements of (1) and (2) will be available for public inspection, including copyrighted material.

1.2 Late Proposals

Proposals received after the time specified for receipt of proposals may be destroyed or returned at the offeror's expense after consultation with the offeror. *There are no exceptions to this deadline.*

1.3 Preparing a Response

This RFP contains the instructions governing the proposals to be submitted and a description of the mandatory requirements. To be eligible for consideration, an offeror must meet the intent of all mandatory requirements. Compliance with the intent of a mandatory requirement will be determined by Jefferson County Attorney. When imperative language (shall, will, must) appears in any section of the RFP, it is considered to be mandatory.

- 1.3.1** Offerors shall promptly notify the Jefferson County Library Board of any ambiguity, inconsistency or error, which they may discover upon examination of this RFP.

- 1.3.2** Offerors requiring clarification or interpretation of any section or sections contained in this RFP shall make a written request to the Jefferson County Library Board by the deadline described in the Schedule of Events. All written correspondence must be addressed to:

Susan Haran, Board Clerk
Jefferson County Library Board
P.O. Box 361
Boulder Mt. 59632
Phone: 406-461-6701

- 1.3.3** Each offeror submitting written questions must clearly address each question by reference to a specific section, page and item of this RFP. **An official written answer will be provided to all questions received by 2:00 p.m. (local time) on June 2, 2009.** Written questions received after the deadline may not be considered.

- 1.3.4** Proposals should be complete to the degree that all of the information sought by this RFP is supplied in the order requested.

1.4 Submitting a Proposal

Offerors must submit one original and 2 copies to the Jefferson County Library Board, PO Box 361, Boulder, MT, 59632. **Proposals must be received prior to 4:00 P.M. local time, June 11, 2009. Proposals received after this time will not be accepted for consideration. Facsimile copies are not acceptable.**

- 1.4.1** Each Offeror who submits a proposal represents that:

- 1.4.1.1** The proposal is based upon an understanding of the specifications and requirements described in this RFP.
- 1.4.1.2** Costs for developing and delivering responses to this RFP and any subsequent presentations of the proposal as requested by the Jefferson County Library Board are entirely the responsibility of the offeror. The Jefferson County Library Board not liable for any expense incurred by the offerors in the preparation and presentation of their proposals.
- 1.4.1.3** All materials submitted in response to this RFP become the property of the Jefferson County Library Board and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the Jefferson County Library Board and offeror resulting from this RFP process.

1.4.1.4 The proposals must be signed in ink by an individual authorized to legally bind the business submitting the proposal.

1.4.1.5 A proposal may not be modified, withdrawn or canceled by the offeror following the deadline for proposal submission, or receipt of best and final offer, if required, as defined in the Schedule of Events, and offeror so agrees in submitting the proposal.

1.5 Rights Reserved

While the Jefferson County Library Board has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the Jefferson County Library Board of Montana to award a contract. Upon a determination such actions would be in its best interests, the Jefferson County Library Board in its sole discretion reserves the right to:

- a. waive any formality;
- b. cancel or terminate this RFP;
- c. eject any or all proposals received in response to this document;
- d. waive any undesirable, inconsequential, or inconsistent provisions of this document, which would not have significant impact on any proposal;
- e. not award, or if awarded, terminate any contract if the Jefferson County Library Board determines adequate Jefferson County Library Board funds are not available.

1.6 Offeror Interview and on-site Meeting

After receipt of all proposals and prior to the determination of the award, respondents may be required to make an oral presentation in Boulder, Montana to clarify their response or to further define their offer. Oral presentations and product demonstrations, if requested, shall be at the offeror's expense. An on-site meeting at the Clancy library will be held on May 27, 2009, 10 AM with the opportunity for all prospective offeror's to attend. Purpose will be to explain this RFP on-site.

1.7 Subcontracting

The successful offeror will be the Prime Contractor and shall be responsible, in total, for all work of subcontractors. All subcontractors must be listed in the proposal.

1.7.1 The contractor shall be responsible to the Jefferson County Library Board for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the contractor. Further, nothing contained within this document or any contract documents created as a result of any contract awards derived from this RFP shall create any contractual relationships between any subcontractor and the Jefferson County Library Board.

1.8 General Insurance Requirements

The successful offeror shall maintain for the duration of the contract, at its cost, primary insurance coverage against claims for injuries to persons or damages to property including contractual liability, which may arise from work performed under this contract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the offeror or its officers, agents, representatives, assigns, or servants.

The offeror must provide a certificate for Commercial General Liability and Commercial Automobile Liability (Occurrence Coverage), to include bodily injury, personal injury and property damage with combined single limits of \$500,000 per claim and \$1 million aggregate per year, from an insurer with a Best's Rating of not less than A-.

A Certificate of Insurance, indicating compliance with the required coverages, must be filed with the Jefferson County Library Board within ten (10) working days of Notice of Award. Contracts WILL NOT be issued to offerors that fail to submit this insurance certification.

1.9 Workers' Compensation Insurance/Independent Contractor's Exemption

The successful offeror is required to supply the Jefferson County Library Board with proof of Workers' Compensation Insurance or Independent Contractor's Exemption covering the offeror while performing work for the Jefferson County Library Board. Neither the offeror nor its employees are employees of the State. The proof of insurance/exemption must be valid for the entire contract period and must be received by the Jefferson County Library Board within ten (10) working days of the issuance of a Notice of Award.

Contracts will not be issued to offerors who fail to provide the required documentation within the allotted time frame.

Coverage may be provided through a private carrier or through the State Compensation Insurance Fund (406) 444-6500. An exemption can be obtained through the Department of Labor and Industry, Employment Relations Division (406) 444-1446.

1.10 Contractor's Responsibilities

The successful offeror shall keep informed of, and shall comply with all applicable laws, ordinances, rules, regulations and orders of the County, State, Federal or public bodies having jurisdiction affecting any work to be done to provide the services required. The offeror shall provide all necessary safeguards for safety and protection, as set forth by the United States Department of Labor, Occupational Safety and Health Administration.

1.11 Offeror Competition

The Jefferson County Library Board encourages free and open competition among offerors. Whenever possible, specifications, proposal requests, and conditions are designed to accomplish this objective, consistent with the necessity to satisfy the Jefferson County Library Board need to procure technically sound, cost-effective services.

1.11.1 The offeror's signature on a proposal in response to this RFP guarantees that the prices quoted have been established without collusion of other eligible offerors and without effort to preclude the Jefferson County Library Board from obtaining the best possible price.

1.12 Contract Provisions and Terms

1.12.1 The Jefferson County Library Board will execute a contract with the successful offeror(s). The Jefferson County Library Board requires that the RFP and the terms and conditions attached to it, the offeror's response, the best and final offer (if required), and any formal addenda to the RFP be included as part of any contract documents.

1.13.2 Contract terms and conditions that will be executed by the successful offeror and the Jefferson County Library Board are found in Appendix A.

1.12.3 Offerors should notify the Jefferson County Library Board of any terms within the sample contract that either precludes them from responding to the RFP or add unnecessary cost. This notification must be made by the deadline for receipt of written inquiries June 8, 2009.

1.12.3.1 The initial contract(s) term is for a period beginning June 18 and ending August 13, 2009.

SECTION 2

SCOPE OF PROJECT

Services to be provided to the Library Board by the selected RFP library consultant include these main objectives:

2.1 Assessment

The consultant will provide guidance/document/assistance which assesses and provides an approach for quality library services which would best serve the residents of north Jefferson County in time, space, service and location components. This assessment would include a current evaluation of library services and use with a projected potential use. The projected changes need to be economical yet effective and adaptable to provide for changes and growth in the north Jefferson County library program. Key

considerations should include budgets, staffing requirements and/or opportunities, and current collections and services coupled with potential user needs.

The first three components, time and space, may include recommendations on an current, initial phase and potential size of book collections, computer services, meeting areas, building space needs and offering of various services to current and future patrons. Specific location recommendation(s) may include needs for various components of a library, layout or opportunities of library services in: the current Clancy library or possibly other Clancy locations; potential library buildings or services in Montana City; or a satellite library approach in Clancy, Montana City, Jefferson City or other locations.

Approaches in marketing of current or potential library services at Clancy, Montana City or other locations should be provided. The assessment should evaluate existing and potential use of library services in north Jefferson County.

The assessment should be comprehensive in its evaluation of current services and programs, projected patron needs and service

2.2 Subcommittee Information And Members

The consultant should consider using the draft document of four alternatives, tasks and data prepared by the Jefferson County Library subcommittee as a basis for research. These would be made available upon request. Considerable information has been obtained and summarized by the Library subcommittee concerning demographics, road use and access and schools. Members of the Library Board and Library Board subcommittee would be available to discuss these data, other Jefferson County data, review questions or suggestions of the selected RFP contractor and explain policies, procedures and budgets as requested. Some library subcommittee volunteer services to the selected RFP contractor may be considered and provided.

2.3 Information Gathering

If information is to be obtained from existing or potential users of library services or residents in general, the approach in gathering and evaluating this data should be addressed including if volunteer services from the Library Board, subcommittee or others would be needed. The amount of other volunteer or paid assistance should be described.

The reasoning for utilizing various types of information gathering, i.e., surveys, focus groups, telephone calls, should be explained as well as the projected activity by the library consultant in these areas.

2.4 Payment will be made by Jefferson County Library Board to the contractor within thirty days after the date of the monthly invoice.

SECTION 3

VENDOR QUALIFICATIONS

The Jefferson County Library Board may make such investigations as deemed necessary to determine the ability of the offeror to perform the services specified.

- 3.1** The Jefferson County Library Board reserves the right to reject any proposal if the evidence submitted by, or investigation of, the offeror fails to satisfy the Jefferson County Library Board that offeror is properly qualified to carry out the obligations of the contract.

SECTION 4

RFP FORM

- 4.1** Proposer's name, address, telephone number.
- 4.2** Resume
- 4.3** Bid quote
- 4.4** Client list
- 4.5** Any additional information, requirements, suggestions or proposals that may be relevant to these requirements.

SECTION 5

EVALUATION CRITERIA

5.0 Evaluation Procedure

- 5.0.1** The evaluation committee will separate proposals into "responsive" and "non-responsive" proposals. Non-responsive proposals will be eliminated from further consideration. Items that are considered mandatory as part of the proposal include a completed RFP form, operating license and availability.
- 5.0.2** The evaluation committee will evaluate the remaining proposals and determine whether to award the contract to the best proposal or to seek a best and final offer before awarding a contract. Selection and award will be based on the offeror's proposal and other items outlined in this RFP. Responses must be complete and address all the criteria listed. Information or materials presented by offerors outside the formal response or subsequent "best and final offer," if requested, will not be considered and will have no bearing on any award.

5.1 Evaluation Criteria

The evaluation committee will review and evaluate the offers according to the following criteria:

Technical/Operational Abilities	<u>70</u> points
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Category Point Value	Section of RFP
A. Projected completion time of final report or assessment B. Education and experience C. Breadth and completeness of assessment	

Cost Analysis	<u>30</u> of points
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- | | |
|--|--|
| A. Clients fee
B. Experienced and quality work provided | |
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APPENDIX A

STANDARD CONTRACT

1. Parties
2. Effective Date, Duration
3. Services to be Provided
4. Consideration/Payments
5. Access and Retention of Records
6. Assignment, Transfer and Subcontracting
7. Favorable Prices
8. Hold Harmless/Indemnification
9. Performance Security
10. Insurance
11. Worker's Compensation/Independent Contractor
12. Compliance with Laws
13. Contract Termination
14. Project Management and Implementation
15. Scope, Amendment and Interpretation
16. Execution

Agreement

1. PARTIES

THIS CONTRACT, is entered into by and between the Jefferson County Library Board, (hereinafter referred to as "JCLB") whose address and phone number are P.O. Box 361, Boulder, Montana, 59632, 406-225-4216 and (hereinafter referred to as the "Contractor"), whose nine (9) digit Federal ID Number, address and phone number are _____, _____ and _____.

THE PARTIES AGREE AS FOLLOWS:

2. EFFECTIVE DATE, DURATION AND RENEWAL

(a) This contract shall take effect on June 18, 2009. The Contract shall terminate on August 13, 2009 unless terminated earlier in accordance with the terms of this Contract.

3. SERVICES

Contractor agrees to provide to JCLB an assessment to provide quality library service in north Jefferson County, specifically as described herein.

4. CONSIDERATION/PAYMENT

In consideration for the services to be provided, JCLB shall pay within thirty days after the date of the invoice for services rendered.

a. The JCLB may withhold payments to the contractor if the contractor has not performed in accordance with this contract. Such withholding cannot be greater than the additional costs to JCLB caused by the lack of performance.

5. ACCESS AND RETENTION OF RECORDS

(a) The contractor agrees to provide JCLB, Legislative Auditor or their authorized agents access to any records necessary to determine contract compliance.

(b) The contractor agrees to create and retain records supporting the services rendered (or supplies delivered) for a period of three years after either the completion date of this contract or the conclusion of any claim, litigation or exception relating to this contract taken by the JCLB or a third party.

6. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

The contractor shall not assign, transfer or subcontract any portion of this contract without the express written consent of JCLB.

7. FAVORABLE PRICES

Contractor agrees that, through the term of the initial contract and any agreed-upon extension, JCLB will be entitled to any lower prices made available to any other customer of comparable volume.

8. HOLD HARMLESS/INDEMNIFICATION

The contractor agrees to indemnify the JCLB, its officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed, goods or rights to intellectual property provided or omissions of services or in any way resulting from the acts or omission of the contractor and/or its agents, employees, subcontractors or its representatives under this or a subsequent contract, all to the extent of the contractors negligence.

9. INSURANCE

(a) The Contractor shall maintain for the duration of the contract, at its cost, primary insurance coverage against claims for injuries to persons or damages to property including contractual liability that may arise from work performed under this contract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the contractor or its officers, agents, representatives, assigns, employees or servants.

(b) The contractor must provide a certificate for Commercial General Liability and Commercial Automobile Liability (Occurrence Coverage), to include bodily injury, personal injury and property damage with combined single limits of \$500,000 per claim and \$1 million aggregate per year, from an insurer with a Best's Rating of no less than A-.

(c) This certificate MUST name the JCLB as an additional insured party under the contractor's policy including the contractor's general supervision, products, premises and automobiles used.

(d) A Certificate of Insurance, indicating compliance with the required coverages, has been filed with the JCLB.

10. WORKERS/ COMPENSATION/INDEPENDENT CONTRACTOR

Contractors are required to maintain Workers' Compensation or an Independent Contractors Exemption covering the contractor and/or employees while performing work for the State of Montana in accordance with 39-71-120/401/405, Montana Code Annotated. This insurance/exemption must be valid for the entire contract period.

11. COMPLIANCE WITH LAWS

The contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with Section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform this contract will be made on the basis of merit and qualifications and there will be no discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing this contract.

12. CONTRACT TERMINATION

(a) JCLB may, by written notice to the contractor, terminate this contract in whole or in part at any time the contractor fails to perform this contract.

(b) JCLB, at its sole discretion, may terminate or reduce the scope of this contract if available funding is reduced for any reason. (See 18-4-313(3), MCA).

13. LIAISON AND SERVICE OF NOTICES

Written notices or complaints will first be directed to the liaison.

Contractor Liaison:

_____(Name)
_____(Vendor's Name)
_____(Address)
_____(City, State, ZIP)
_____(Telephone #)
_____(Fax #)

JCLB _Liaison:

Susan Haran, Jefferson County Library Board Clerk
P.O. Box 361
Boulder, MT 59632
406-461-6701

14. PROJECT MANAGEMENT AND IMPLEMENTATION

All project management and coordination on behalf of JCLB shall be through a single point of contact designated as the JCLB Project Manager. Contractor shall designate a Contractor Project

Manager who will provide the single point of contact for management and coordination of contractor's work. All work performed pursuant to this contract shall be coordinated between the JCLB Project Manager and the Contractor Project Manager.

Susan Haran will be the JCLB Project Manager.
_____ will be the Contractor Project Manager.

JCLB Project Manager/Contractor Project Manager may be changed by written notice to the other party.

15. CHOICE OF LAW AND VENUE

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal or subsequent contract must be brought in the Fifth Judicial District in and for the County of Jefferson, State of Montana and each party shall pay its own costs and attorney fees. (See 18-1-401, MCA).

16. SCOPE, AMENDMENT AND INTERPRETATION

(a) This contract consists of _____ numbered pages, any Attachments as required, RFP # _____ as amended and the contractor's response as amended. In the case of dispute or ambiguity about the minimum levels of performance by the Contractor the order of precedence of document interpretation is in the same order.

(b) These documents contain the entire agreement of the parties. Any enlargement, alteration or modification requires a written amendment signed by both parties.

17. EXECUTION

The parties through their authorized agents have executed this contract on the dates set out below.

JEFFERSON COUNTY

LIBRARY BOARD .

CONTRACTOR'S NAME
ADDRESS
CITY, STATE, ZIP
FEDERAL ID #

BY: _____

BY: _____
Name
Title

DATE: _____

DATE: _____